

**San Jose/Santa Clara Water Pollution Control Plant**

**Request for Qualifications**

**RFQ 070807ESD**

**Master Consultant Agreements**

**for**

**WPCP Electrical Reliability Improvement Projects**

The City of San Jose Environmental Services Department is requesting Statement of Qualifications (SOQ) from qualified consultants to provide engineering services on an as-needed basis for the WPCP Electrical Reliability Improvement Projects at the San Jose/Santa Clara Water Pollution Control Plant. The scope of services may include, but not limited to engineering study, conceptual design, detailed design, contract documents, bid period services and engineering support during construction. The initial budget for the engineering services to be provided will be in an amount not to exceed \$5,000,000 based on the budget provided for fiscal year 2007 - 2008.

RFQ Release Date	23 January 2008
Contact Name Address  Telephone Fax E-mail Address	Thai Khuu City of San Jose Environmental Services Department San Jose/Santa Clara Water Pollution Control Plant 700 Los Esteros Road, San Jose, CA 95134-1001 (408) 945-5395 (408) 945-5442 thai.khuu@sanjoseca.gov
Mandatory Pre-Proposal Meeting	30 January 2008 at 1:30 pm San Jose/Santa Clara Water Pollution Control Plant
Deadline for Questions	6 February 2008 at 4:00 pm
SOQ Due Date/Time	20 February 2008 at 4:00 pm At above contact address

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## 1. INTRODUCTION

The City of San Jose, Environmental Services Department is requesting Statement of Qualifications (SOQ) from qualified consultants to provide engineering services on an as-needed basis for the WPCP Electrical Reliability Improvement Projects at the San Jose/Santa Clara Water Pollution Control Plant (WPCP).

The Request for Qualifications (RFQ) identifies the general work scope and procedures for consultant services. There are numerous structures, utilities, equipment, treatment facilities and processes associated with WPCP. The main focus of this RFQ is on Capital Improvement Program (CIP) projects for upgrades and replacements. Responding consultants must have relevant experience and expertise to provide the services.

This is a qualification based selection process planned to be awarded to one or more consultants. Agreements will be awarded to the selected consultant(s), who will then be issued service orders for specific tasks. Exhibit I outlines the key tasks and due dates for the RFQ process.

## 2. BACKGROUND

The San Jose/Santa Clara Water Pollution Control Plant (Plant) is one of the largest advanced waste water treatment facilities in California. It treats and cleans waste water from homes and businesses in San Jose, Santa Clara, Milpitas, Campbell, Cupertino, Los Gatos, Monte Sereno, Saratoga, and unincorporated areas within Santa Clara County. The Plant is located at the southernmost tip of the San Francisco Bay, and serves a population of over 1.5 millions people. The system spans over 300 square miles, and has a design capacity to treat 167 millions gallons of waste water per day.

The Plant electrical distribution system encompasses a vast variety of equipment from 115kV substations, 4160 and 480V switchgears and generators, 480V motor control centers, 480/277 and 208/120V distribution panels, to variable frequency drives, PLC and SCADA.

In 2004, the Department completed a study entitled, “SJ/SC WPCP Electrical System Improvement Study”, which evaluated the Plant electrical system reliability. It recommended upgrading or replacing aging switchgears, engine generators and the power distribution system. As a result of the study recommendations, a project to install current limiting reactors to limit the short circuit current for the distribution switchgear has been completed and to improve the reliability of the distribution network, an interim ring bus design is in place for implementation.

The Department is also in the process of developing the Plant Master Plan for intermediate and longer term improvements. The Plant Master Plan will coordinate the many complex projects required for the Plant due to aging infrastructure and future regulations, and serve as a tool to identify and prioritize future CIP projects for improvements. For more details on the goals and objectives of the Plant Master Plan, go to <http://www.sanjoseca.gov/esd/plantmasterplan/>

### 3. SCOPE OF SERVICES

These projects include modifications, additions, improvements, and replacements to existing Plant facilities and processes. The scope of services may include engineering studies, conceptual and full designs, preparation of design-build bid documents (plans and specifications), bids evaluation, and engineering support services during construction. The scope of services may also include an implementation plan for the recommendations of the “SJ/SC WPCP Electrical System Improvement Study”.

All project services such as project planning and management, basis of design and alternative analysis, field condition investigations, engineering and construction cost estimation, quality control, and construction bid analysis are considered ancillary to and are to be incorporated into the scope of work.

Deliverables shall include preliminary design reports and final design-build submittals (plans and specifications). Consultants shall include in the design-build bid documents conceptual drawings, specifications and construction cost estimate. The specifications shall have performance and technical description for projects. All stages of submittals shall include construction cost estimates based on the respective plans. The consultant shall meet with Plant staff to coordinate scheduling of work and possible shutdowns for construction.

A quality management plan to define the quality control process that will take place during the course of the project is essential to ensure that design documents are biddable, constructible, and meet the City’s objectives. Such quality management plan shall identify the objectives of the quality program, responsibilities of discipline lead and senior reviewers, procedures, and the review hours budgeted for project quality assurance and quality control.

Services before bidding shall include preparation of one complete set of reproducible design-build bid documents including plans and specifications, and attend a pre-bid meeting.

During construction, consultants shall work closely with City field inspection staff (or other contracted agents) to provide engineering support which includes contractor submittal reviews (shop drawings, field testing reports, etc.), responses to contractors’ requests for information/clarification, change order reviews, field engineering, site visits, attend meetings and preparation of meeting minutes.

The implementation of these projects may also require coordination with other Plant or City projects such as the on-going Plant Master Plan to ensure projects will be implemented for the long term needs of the Plant.

Listed in Exhibit II Scope of Services are more specific improvement needs that the City anticipates will be completed by the selected consultant(s). Detailed scope of work will be negotiated for each service order issued pursuant to the Agreement.

All engineering work shall be conducted in conformance with all applicable Federal, State and Local laws and ordinances, regulations, codes and other regulatory procedures including City standard specifications, details and policies.

#### **4. DESIRABLE QUALIFICATIONS**

The successful submittal shall demonstrate that the consultant firm(s) has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of services.

Desirable experience, knowledge and skills may include, but not be limited to the following:

- Experience in design and retrofit of high voltage substations, medium voltage electrical equipment, power generation and distribution systems.
- Experience in developing design-build specification for electrical distribution system upgrade and automation of electrical distribution system.
- Experience in developing cost estimates for design-build electrical infrastructure upgrade projects.
- Experience in conducting electrical design studies using SKM Power Tools.
- Expertise in managing and implementing design-build projects as well as management of engineering subconsultants.
- Experience in construction management with demonstrated ability to manage construction of projects with a minimum of change orders and claims.
- Expertise in specifying and selecting on-site generating units for waste water treatment plants.
- Expertise in retrofitting/upgrading electrical switchgears and motor control centers.
- Capability to perform project design utilizing civil, structural, mechanical, and geotechnical engineering.
- Ability to complete work within schedule and budget.

Proposers who anticipate using subconsultants must identify the disciplines for the work that will be subconsulted.

#### **5. TERM OF AGREEMENT**

Assuming a contract start date of June 2008, it is anticipated that the term of this agreement will be effective through June 2011. The City has the option to extend the term of Agreement as follows:

Option No. 1 - term shall be extended through June 2012

Option No. 2 – term shall be extended through June 2013

#### **6. COMPENSATION AND WORK HOURS**

The proposed budget for the engineering services to be provided during the initial term of the agreement(s) will be in an amount not to exceed \$5,000,000. This budget may be allocated to one or more consultants for implementation of CIP projects. The City will have the option to increase the initial budget in each of the option years. The maximum amount of compensation payable shall increase by such amount as may be appropriated by action of the City Council for each option year.

Since the projects or services will be on an as-needed basis, the fee for each service will be negotiated prior to issuance of a service order for each project. The selected consultant's negotiated total fee shall be stated in a service order on a not-to-exceed basis and shall

include the total payment for professional services, including reimbursable expenses, additional services, supplies, materials, and equipment.

Subconsultant work shall not exceed 50% of the total work. Markup on subconsultant work will be justifiable and approved by City, and will be limited to a maximum of 5% of the subconsultant cost.

Consultant work hours will be addressed in the Service Orders.

## 7. SELECTION PROCESS

This is a qualifications based consultant selection process. Selection panel will apply the evaluation criteria below to establish a ranked consultant list.

The SOQ will be evaluated first by a screening panel. Based on a matrix of requirements, qualifications and experience, each panel member will evaluate the proposal or submittal for a maximum score of 40 points. An averaged score from the panel will establish the ranking used to create a short list. Based upon the proposal rankings, six (6) of the highest ranking firms will be invited to interview.

Similarly and during the oral interview, each panel member will evaluate the consultant's presentation and responses to pre-selected questions for a maximum score of 60 points.

Evaluation Criteria	Proposal Score	Interview Score
Proposal Responsiveness	Pass/Fail	N/A
Experience/expertise of proposed staffing	14	21
Project management experience	8	12
Construction management experience	8	12
Special relevant experiences or capabilities	6	9
Local Business Enterprise	2	3
Small Business Enterprise	2	3
<b>Maximum Points</b>	<b>40</b>	<b>60</b>

The final ranking of consultants will be based on the combined scores from the submitted proposal and the oral interview.

To qualify as a Small Business Enterprise (SBE), you must qualify as a Local Business Enterprise (LBE). See Attachment C for additional information.

## 8. SUBMITTAL REQUIREMENTS

All information contained in the Statement of Qualifications (SOQ) or proposal should be concise and responsive to the content of this request. Proposers are to:

- Submit one (1) original and five (5) copies of the proposal and clearly label the outside of the box or package with “**RFQ 070807ESD, Master Consultant Agreements for WPCP Electrical Reliability Improvement Projects**”. The original signature version is to be clearly identified as “Original” and copies are to be clearly identified as such.

- Include one (1) electronic copy of the proposal on a CD in PDF format.
- Copies shall be double-sided on 8-1/2" x 11" recycled paper.
- All pages shall be sequentially numbered and a table of contents shall be provided.
- The completed submittal, excluding the appendices, shall not exceed **20** pages.

## **8.1 SUBMITTAL CONTENTS**

Required documents include the following:

### **8.1.1 COVER LETTER**

Cover letter describing your firm, its history, the number of years in business, expertise, general qualifications and ability to perform the scope of services shall not exceed two (2) pages. The letter should be signed by the individual authorized to contractually bind the firm. Resumes for the proposed team and subconsultants if any, should be provided as an appendix.

### **8.1.2 EXECUTIVE SUMMARY**

A summary highlighting the Proposer's expertise, qualifications and its understanding of the services is required.

### **8.1.3 PROJECT APPROACH**

A summary presentation outlining the proposed approach for the services outlined in Exhibit II is required. It must describe how the firm would execute the services and address the following:

1. Consultant staffing plan for program/project implementation.
2. Delivery of program/project which meets the City's objectives.
3. Quality assurance and quality control on the services.
4. Constructability and maintainability assurance on projects.
5. Management plan and project team organization.
6. Communication, coordination and responsiveness to city staff.
7. Cost control and ability to complete the project within scope, schedule, and budget.

### **8.1.4 PROJECT EXPERIENCE**

A brief description of projects for which the Consultant has provided similar services during the past five years including the following information:

1. Client reference(s)
2. Project description and location
3. Description of services provided
4. Total value of services provided
5. Budget performance
6. Schedule performance
7. Key personnel involved
8. Subconsultants employed

Section 8.3 Attachments includes standard forms to be submitted with the proposal.

## **8.2 REJECTION OF SUBMITTAL**

Consultant Statement of Qualifications (SOQ) that are not current, accurate and/or irrelevant to the requested services shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the submittal. The City reserves the sole right to evaluate the consultant's qualifications and reject any or all SOQ.

## **8.3 ATTACHMENTS**

Attachments A, B, C (optional), E and F shall be submitted with the proposal as part of the appendix. Attachment G will be submitted as per instructions on the form. Some of the attachments below may be available in Microsoft Word 2003 format.

### **8.3.1 Attachment A: Proposal Certification**

### **8.3.2 Attachment B: Consultant Firm Information**

### **8.3.3 Attachment C: Request for Contracting Preference for Local and Small Businesses**

**8.3.3.1** Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

### **8.3.4 Attachment D: City's Terms and Conditions; Exhibit E, Insurance Provisions**

**8.3.4.1** Selected consultant will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachment D and Exhibit E. Any questions or request for changes to the terms and conditions shall be submitted in writing prior to the deadline for inquiries or requests for clarification. Exception to the terms and conditions stated in Attachment D or Exhibit E that are submitted as part of any proposal shall be grounds for disqualification of the proposal.

### **8.3.5 Attachment E: Previous Client Reference Worksheet**

Three (3) references are required from the proposer. The three references must meet the following criteria:

- Information to meet the reference requirements is to be provided using Attachment D, Previous Client Reference Form. The form may be copied as required.

The City also reserves the right to rely on information from sources other than the information provided by the respondents.

### **8.3.6 Attachment F: Conflict of Interest Form**



### **8.3.7 Attachment G: Acknowledgement Form**

## **9. PROCESS INTEGRITY GUIDELINES**

**9.1** In accordance with Procurement and Contract Process Integrity and Conflict of Interest Council policy adopted on 2/07/07, proposers may be disqualified from the procurement without further consideration for any of the following:

- 9.1.1** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- 9.1.2** Failure to direct all questions/inquiries through the contact listed in this document.
- 9.1.3** Offering gifts or souvenirs, even of minimal value, to City officers or employees.
- 9.1.4** Any attempt to improperly influence any member of the selection staff.
- 9.1.5** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
- 9.1.6** Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.

## **10. CONFLICT OF INTEREST**

- 10.1** In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFQ will be subject to the following requirements:
  - 10.1.1** The proposer(s) selected under this RFQ will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFQ.
  - 10.1.2** Proposer(s) may not have any interest in any potential proposer for future City procurements that may result from the work performed under the agreement resulting from this RFQ.
  - 10.1.3** In order to determine whether such interest may exist, all proposers must complete and submit Attachment F (Conflict of Interest Form).

## **11. GENERAL INFORMATION**

- 11.1** Responses will be evaluated as outlined in Section 8.
- 11.2** Final award shall be contingent upon selected firm (Consultant) negotiating Terms and Conditions in substantial conformity to the terms listed in **Attachment D** of this RFQ.
- 11.3** City reserves the right to accept an offer in full, or in part, or to reject all offers.
- 11.4** You must respond to this RFQ by the due date and time as stated on the cover sheet of this document in order for your submittal to be considered. Submittals

must be addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled **RFQ 070807ESD, Master Consultant Agreements for WPCP Electrical Reliability Improvement Projects**.

- 11.5 The successful proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in **Attachment D, Exhibit E**.
- 11.6 All questions/inquiries must be made through the contact listed on the cover sheet of this document, via e-mail. Contact with representative(s) other than the name listed in this RFQ is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.
- 11.7 All costs associated with responding to this request are to be borne by the respondent.
- 11.8 It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of City of San Jose contracts.

## **12. PUBLIC NATURE OF PROPOSAL MATERIAL**

- 12.1 All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 12.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- 12.3 Do not mark your entire proposal as "confidential".
- 12.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure.
- 12.5 If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

- 12.6** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

**RFQ Process Timeline**

DATE/TIME	KEY TASK
23 Jan 2008	Release of RFQ 070807ESD
30 Jan 2008 1:30 pm	<p>MANDATORY pre-proposal meeting and plant tour Location: San Jose/Santa Clara Water Pollution Control Plant 700 Los Esteros Rd. San Jose, CA</p> <p>The purpose of this meeting is to review the engineering services identified in this RFQ and tour the Plant site.</p> <p><b>ALL POTENTIAL PROPOSERS ARE REQUIRED TO ATTEND THIS MEETING.</b> Failure of proposer to attend the meeting will result in rejection of proposer's proposal without further consideration.</p> <p>City staff reserves the right to not answer questions that are non-applicable or inappropriate. At its discretion, staff may defer certain questions and respond to potential proposers in writing.</p>
6 Feb 2008 4:00 pm	Deadline for submitting inquiries and/or clarifications by e- mail only to contact named below.
13 Feb 2008 4:00 pm	Deadline for City to respond to inquiries and/or clarifications in writing and posted on the Environmental Services Department (ESD) website via an addendum.
13 Feb 2008 4:00 pm	Deadline to return Acknowledgement Form by e-mail or fax to contact named below. See Attachment G.
20 Feb 2008 4:00 pm	<p><b>SOQ or PROPOSAL DUE DATE</b></p> <p>The proposal shall be addressed to:</p> <p>Thai Khuu City of San Jose Environmental Services Department San Jose/Santa Clara Water Pollution Control Plant 700 Los Esteros Road San Jose, CA 95134 Attn: RFQ 070807ESD, Master Consultant Agreements for WPCP Electrical Reliability Improvement Projects</p>
27 Feb 2008	Short-listing and interview notifications (tentative)
12 Mar 2008	Interview date (tentative)
19 Mar 2008	Consultant selection notification (tentative)

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## SCOPE OF SERVICES

The electrical work typical at the Plant that may be initiated and implemented in multiple phases includes modifying, upgrading, or replacing high voltage substations, medium voltage switchgears, unit substations, motor control centers, variable frequency drives, engine-generator sets as necessary to address safety and reliability needs. This work will also include modifications to the Plant electrical distribution system by upgrading or replacing existing duct banks and cables.

### **4.16kV Switchgears**

The switchgears with inadequate short circuit current ratings will be replaced. Also will be replaced are the switchgears which have been in operation the longest and thus are no longer reliable.

### **4.16kV Engine-Generator Sets**

Of the 8 engine-generator sets, 5 will be replaced because they are over 40 years old and are nearing the end of their useful lives. They will have more difficulty meeting air pollution requirements which become more and more stringent. Their manufacturers have gone out of the engine-generator business, making the acquisition of spare parts for repairs more challenging.

### **4.16kV Motors**

Provide reduced voltage starting on all large horsepower motors to prevent voltage drop throughout the electrical system.

### **480V Motor Control Centers**

The motor control centers which have been in operation the longest and thus are no longer reliable will be replaced.

### **Ring Bus**

The existing electrical distribution system is very complex and difficult to operate. Restoring power to critical systems after a power outage is difficult, and failure to do so in a timely manner will result in undesirable situations such as flooding. The present electrical distribution system also has several load center switchgears that are far away from the power source resulting in an inefficient transfer of power. The existing system will be converted to a ring bus system which is more efficient and more reliable. As a result, existing concrete encased duct banks with cables will be modified or replaced, and new ones will be installed.

### **4.16kV Cables**

The 4.16kV cables that are near or past the end of their useful life and thus are no longer reliable will be replaced. Also will be replaced are the cables which are overloaded beyond their ampacity ratings.

PROPOSAL CERTIFICATION	
FIRM NAME	
ADDRESS	
TELEPHONE #	
FAX #	
CONTACT NAME AND TITLE	

### PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions and approved equals included in the RFQ document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member of City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documentation is true and correct.
6. Please check the appropriate box below:
  - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
  - ☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
  - ☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
  - ☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
  - ☐ If the proposal is signed by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understand the RFQ.

<b>Authorized Representative Name (Sign name)</b>	
<b>Authorized Representative Name (Print name)</b>	
<b>Authorized Representative Title (Print title)</b>	
<b>Complete additional signatures below as required per # 6 on the previous page.</b>	
<b>Authorized Representative Name (Sign name)</b>	
<b>Authorized Representative Name (Print name)</b>	
<b>Authorized Representative Title (Print title)</b>	
<b>Authorized Representative Name (Sign name)</b>	
<b>Authorized Representative Name (Print name)</b>	
<b>Authorized Representative Title (Print title)</b>	

### CONSULTANT FIRM INFORMATION

All information requested in the Questionnaire shall be furnished by the Proposer, and shall be submitted with the Proposal. Statement shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of the proposal.

Legal Name of Firm \_\_\_\_\_

Name of Parent Company (If Applicable) \_\_\_\_\_

Where was the Firm Established and the Date \_\_\_\_\_

Authorized to do Business in CA? List Date. \_\_\_\_\_

Type of Organization

☐ Corporation

☐ General Partnership

☐ LLC

☐ LLP

☐ Sole Proprietorship

☐ Other (Explain)

**Please provide an explanation in a separate attachment to any YES responses below.**

1. Have you ever had a bond or surety denied, canceled or forfeited? If yes, also state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Have you ever declared bankruptcy or been declared bankrupt? If yes, also state date, court jurisdiction, docket number, amount of liabilities and amount of assets.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Has your company ever had any agreements cancelled?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. Has your company ever been sued by any organization for issues pertaining to fee payment, performance or other related issues?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Are you currently engaged in merger or acquisition negotiations, or do you anticipated entering into merger or acquisition negotiations within the time period of this Request for Proposal? If yes, please provide details and attach copy of such agreement(s).	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Are you now engaged in any litigation which does now or could affect your ability to pay fees or perform under this Agreement?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Authorized Representative Signature: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Authorized Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_



City of San Jose			
Request for Contracting Preference for Local and Small Businesses			
<p>Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.</p> <p>In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE, you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.</p>			
<b>The following determinations have been made with respect to this procurement: (for official use only)</b>			
<b>Type of Procurement</b>	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
<b>Type of Preference</b>	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
<b>Amount of Preference</b>	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points
In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.			
Business Name			
Business Address			
Telephone Number			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)
<b>*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE</b> In order to qualify as an LBE you must provide the following information: Current San Jose Business Tax Certificate Number <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>			
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County <span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>			
<b>**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE</b> In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. The number is for your entire business – NOT just local employees, or employees working in the office address given above.			
Please state the number of employees that your Business has: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 1.2em; vertical-align: middle;"></span>			
Based upon the forgoing information I am requesting that the Business named above be given the following preferences (please check): <input type="checkbox"/> Local Business Enterprise <input type="checkbox"/> Small Business Enterprise			
I declare under penalty of perjury that the information supplied by me in this form is true and correct.			
Executed at: _____, California			
Date: _____			
Signature: _____			
Print name: _____			

**MASTER AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF SAN JOSE AND  
\_\_\_\_\_ FOR \_\_\_\_\_**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the City of San José, a municipal corporation (hereinafter "CITY"), and \_\_\_\_\_, a \_\_\_\_\_, authorized to conduct business in the State of California (hereinafter "CONSULTANT").

**RECITALS**

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.**

The CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from date of execution of this AGREEMENT and continue through June 30, 2011, inclusive, subject to the provisions of Section 12 of this AGREEMENT. The CITY has the option to extend the agreement as follows:

Option No. 1 - term shall be extended through June 30, 2012

Option No. 2 – term shall be extended through June 30, 2013

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The CONSULTANT services shall be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein.

**SECTION 4. COMPENSATION.**

The compensation paid to the CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed \_\_\_\_\_ unless CITY exercises its option to extend the term of this AGREEMENT (see EXHIBIT G attached for form of Notice of Exercise of Option), in which case the maximum amount of compensation payable shall be increased as set forth in the Notice of Exercise of Option. The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the services performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

The City of San José  
Attention: Environmental Services Dept. (Project Manager)  
700 Los Esteros Rd.  
San José, CA 95134

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that the CONSULTANT, in the performance of the work and services agreed to be performed by the CONSULTANT, shall act as and be an independent contractor and not an agent or employee of the CITY; and as an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to the CITY's employees, and the CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations hereunder, without the prior written consent of the CITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder, shall be void and of no effect.

OPTIONAL IF SUBCONSULTANTS INCLUDED IN PROPOSAL

SECTION 8. SUBCONSULTANTS.

Notwithstanding Section 7 above, the CONSULTANT may use the following subconsultants in performing the services under this AGREEMENT:

The CONSULTANT shall be responsible for directing the services of the approved SUBCONSULTANTS and for payment of any compensation due. The CITY assumes no responsibility whatsoever concerning SUBCONSULTANTS' compensation.

The CONSULTANT shall change or add SUBCONSULTANTS only with the prior written approval of the CITY's Environmental Services Director or his designated agent.

SECTION 9. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY against all claims, losses or liability that arise out of, pertain to, or relate to the negligence (active or passive), recklessness or willful misconduct of CONSULTANT, except to the extent any such claim arises from the active negligence or willful misconduct of CITY. The acceptance of said services and duties by CITY under this AGREEMENT shall not operate as a waiver of such right of indemnification. The provisions of this section

survive completion of the services or termination of this Agreement. The provisions of this section are not limited by the provisions of Section 10 relating to insurance.

SECTION 10. INSURANCE REQUIREMENTS.

The CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. There requirements are subject to amendment or wavier if so approved in writing by the Risk Manager. The CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

THE CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. TERMINATION.

The CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice or termination.

If the CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, the CITY may terminate this AGREEMENT immediately upon written notice.

The CITY's Director of Environmental Services is empowered to terminate this AGREEMENT on behalf of the CITY.

In the event of termination, the CONSULTANT shall deliver to the CITY copies of all reports, documents, and other work performed by the CONSULTANT under this AGREEMENT, and upon receipt thereof, the CITY shall pay the CONSULTANT for services performed and other direct costs allowed and incurred to the date of termination.

SECTION 13. GOVERNING LAW.

The CITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

The CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for the CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the CITY or as required by law or for performance of the services.

#### SECTION 16. OWNERSHIP OF MATERIALS.

A. All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT, or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder, shall be and remain the property of the CITY without restriction or limitation upon their use.

B. Notwithstanding the foregoing, the following shall apply to all plans, drawings, specifications, and related reports and documents, and electronic equivalents (collectively "PLANS") developed pursuant to this AGREEMENT:

1. CITY shall have the right to reproduce and use the PLANS for purposes of the project that is the subject of this AGREEMENT, including, but not limited to, any use associated with construction, reconstruction, modification, management, maintenance, and renovation of the project.
2. CITY shall have the right to reproduce, use and modify the PLANS, or portions thereof, in the design and construction of any other future CITY project. CITY acknowledges that CONSULTANT does not warrant suitability of the PLANS for reuse other than as needed for the project that is the subject of this AGREEMENT.
3. The right of the CITY to modify and reuse the PLANS, pursuant to this Subsection 16.B, is subject to the provisions of either California Business or Professional Code Sections 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

#### SECTION 17. WAVIER.

The CONSULTANT agrees that wavier by the CITY of any breach or violation or any term or condition of this AGREEMENT shall not be deemed to be a wavier of any other term or condition contained herein or a wavier of any subsequent breach or violation of the same or any term or condition. The acceptance by the CITY of the performance of any work or services by the CONSULTANT shall not be deemed to be a wavier of any term or condition of this AGREEMENT.

#### SECTION 18. THE CONSULTANT'S BOOKS AND RECORDS.

The CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT pursuant to this AGREEMENT.

The CONSULTANT shall maintain all documents and records which demonstrates performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the CITY, at any time during regular business hours, upon written request by the City Attorney, the City Auditor, the City Manager, or a designated representative of any of these officers. Copies of such

documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the CONSULTANT's business, the CITY may, by written request by any of the above-named officers, require that custody of the records be given to the CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by the CONSULTANT, the CONSULTANT's representatives, or the CONSULTANT's successor-in-interest.

#### SECTION 19. CONFLICT OF INTEREST.

The CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

#### SECTION 20. GIFTS.

The CONSULTANT is familiar with the CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

The CONSULTANT agrees not to offer any CITY officer or designated employee gift prohibited by said Chapter.

The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by the CONSULTANT. In addition to any other remedies, the CITY may have in law or equity, the CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.

#### SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

The CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of the CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). The CONSULTANT shall not utilize either, directly or indirectly, any officer, employee, or agent of the CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employees, or agent would be in violation of the Revolving Door Ordinance.

#### SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

#### SECTION 23. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To The CITY:

Environmental Services Dept.  
700 Los Esteros Rd.  
San José, CA 95134  
Attn:

To The CONSULTANT:

All notices of a legal nature, including any claims against the CITY, its officers, or employees, shall also be served in the manner specified above to the following address:

The City of San José  
Richard Doyle, City Attorney  
200 E. Santa Clara St., 16<sup>th</sup> floor  
San José, CA 95113-1905

A notice shall be deemed effective on the date of personal delivery by hand or the date of receipt of facsimile transmissions (with verification of receipt) or, if mailed, three (3) days after deposit in the mail.

SECTION 24. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 26. SEVERABILITY.

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstances, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 27. REPRESENTATION OF AUTHORITY.

The person executing this AGREEMENT, on behalf of the CONSULTANT, does hereby represent and warrant that the CONSULTANT is a duly authorized and existing California corporation, that the CONSULTANT has full right, power and authority to

enter into this AGREEMENT and to carry out all actions contemplated by this AGREEMENT, that the execution and consent, authorization or approval of any person is necessary in connection with such execution, delivery and performance of this AGREEMENT except as have been obtained and are full force and effect, and that this AGREEMENT constitutes the valid, binding and enforceable obligation of the CONSULTANT. Upon the CITY's request, the CONSULTANT shall provide the CITY with evidence reasonably satisfactory to the CITY confirming the foregoing representations and warranties.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:  
corporation

CITY OF SAN JOSE, a municipal

\_\_\_\_\_  
Deputy City Attorney

By \_\_\_\_\_  
LEE PRICE  
City Clerk  
200 E. Santa Clara St., 2nd Floor  
San José, CA 95113-1905

“CONSULTANT”

By \_\_\_\_\_  
Corporate officer, partner, or sole  
proprietor

Company address



EXHIBIT A

RECITALS

WHEREAS, the CITY of SAN JOSE desires to obtain consultant services to perform \_\_\_\_\_ services for the VARIOUS \_\_\_\_\_ PROJECTS;

WHEREAS, \_\_\_\_\_ has the necessary professional expertise and skill to perform the services required;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain \_\_\_\_\_ as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

END OF EXHIBIT A

## EXHIBIT B

### SCOPE OF SERVICES

The CONSULTANT shall provide to the CITY comprehensive project design and management services for \_\_\_\_\_.

Such services shall include, but are not limited to providing project management, \_\_\_\_\_.

The CONSULTANT's services shall be provided as requested by the DIRECTOR on an as-needed basis as set forth in a specific project service order. CONSULTANT shall provide general assistance on issues pertaining to City projects and shall prepare other construction scheduling consultant services for Environmental Services as determined by the DIRECTOR.

#### SECTION 1. GENERAL PROVISIONS.

- A. The CONSULTANT shall perform all services to the satisfaction of the CITY's DIRECTOR.
- B. All of the services furnished by the CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental consultant professionals of similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines, which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service order. Each Service Order given by CITY shall detail the nature of the specific services to be performed by the CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.
- D. CONSULTANT shall begin work under the Service Order only after receipt of the service bearing the approval signature of the DIRECTOR or the DIRECTOR'S designee and the signature of the City Attorney approving the Service Order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

- E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.
- F. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

## SECTION 2. BASIC SERVICES.

The CONSULTANT services shall be performed for the CITY of San José. Services shall be performed or furnished to the satisfaction of the CITY and shall include, but not be limited to, the following:

- A. Provide project management controls to ensure budget and schedule performance to the satisfaction of the CITY.
- B. Prepare a project Work Plan acceptable to the CITY that provides for staffing approach, cost, schedule and budget control, and reporting for the project.
- C. Conduct project coordination meetings with project stakeholders to establish project objectives and deliverables.
- D. Review existing data, documents, conduct field investigations, assess compliance to regulatory requirements, and CITY's policies and guidelines.
- E. Prepare schematic and preliminary design alternatives and plan studies for \_\_\_\_\_, including, but not limited to, the following:  
\_\_\_\_\_.
- F. Prepare preliminary design alternatives and preliminary probable cost estimate.
- G. Prepare conceptual plans, engineering studies, including graphic data, and prepare written reports.
- H. Prepare design plans and construction contract documents that include plans, specifications and cost estimates.
- I. Coordinate with appropriate local, state, and federal agencies and private organizations, and various CITY departments for regulations, permit requirements, and design review approval.
- J. Conduct specialized inspection and testing, and provide related analysis reports.
- K. Address pre-bid questions, clarifications and prepares addenda for construction documents.
- L. Respond to requests for clarifications of documents, submittal reviews and prepare change order documents during construction administration phase.
- M. Prepare Operations & Maintenance (O&M) Manual for new facilities improvements.

## SECTION 3. SPECIFIC SERVICES.

### A. Service Initiation

Prepare Service Order – Upon request of CITY’s Project Manager, CONSULTANT shall meet with the Project Manager to discuss the Project. CONSULTANT shall become familiar with the Project description, scope and goals and develop proposed scope of services.

CONSULTANT shall prepare a proposed scope of work for Project services consistent with CITY’s minimum requirements, include the following: Project Description, Scope of Services, including deliverables, and Schedule of Performance and Schedule of Compensation. CONSULTANT shall submit the proposed Scope of Services to the Project Manager in both paper and electronic format.

The Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final Service Order. CONSULTANT shall not be compensated for work performed in preparing a draft Scope of Services for a Service Order.

### B. Service Implementation

Upon request of an authorized Service Order, CONSULTANT shall begin project services described in the Service Order in accordance with the Schedule of Performance in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, CONSULTANT shall perform the following tasks:

Task 0.1 – Initial Meeting – Prior to beginning substantive work on project, CONSULTANT shall meet with CITY to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns. The meeting will be the primary opportunity to discuss the CITY’s intent, schedule and budget for the project. The CONSULTANT shall prepare minutes of the meeting and distribute minutes to meeting participants.

Task 0.2 – Project Coordination Manager – CONSULTANT shall attend and/or conduct project coordination meetings as required to perform authorized services and as required by Project Manager. CONSULTANT shall prepare minutes of each meeting and distribute minutes to participants.

Task 0.3 – Project Schedule – CONSULTANT shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the Project Manager for review and approval. CONSULTANT shall confirm or update the schedule monthly, at a minimum. Any changes to the schedule shall only be permitted with the written approval of CITY’s Project Manager.

Task 0.4 – Project Progress Report – CONSULTANT shall submit a monthly report to the Project Manager detailing progress on the Project services.

Task 0.5 – Request for Payment / Invoice – CONSULTANT shall submit progress payment invoices to the Project Manager monthly, as specified in EXHIBIT D. The updated Project schedule and progress report may be submitted as attachments to the invoice.

Task 0.6 – Project Record – CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the project. The Record shall be submitted in both paper and electronic format.

Task 0.7 – Project Documents – Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

END OF EXHIBIT B

## EXHIBIT C

### SCHEDULE OF PERFORMANCE

Work shall be initiated on an as-needed basis at the request of CITY, and work shall be performed pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT. Time is of the essence in performance of this AGREEMENT. The estimated time for completion is June 30, 2011, subject to extension as follows, in the event that CITY exercises its options to extend the term of this Agreement:

- Option No. 1 – time for completion shall be extended June 30, 2012
- Option No. 2 – time for completion shall be extended to June 30, 2013

At the discretion of CITY, the term and/or schedule of performance of this AGREEMENT may be extended for up to six (6) months in order to complete the specific project work that is authorized by a Service Order issued by CITY within the term of the AGREEMENT. Extension of the term and/or Schedule of Performance of the AGREEMENT shall be accomplished only by written authorization of the Director of Environmental Services or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

END OF EXHIBIT C

## EXHIBIT D

### COMPENSATION

#### Section 1. Maximum Compensation for Master Agreement.

Maximum Amount: The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement during the Initial Term, including both payment for professional services and reimbursable expenses, shall not exceed \_\_\_\_\_ . If CITY exercises any option to extend this AGREEMENT, the maximum amount of compensation payable shall be such amount as may be appropriated by action of the City Council for each option period, which amount will be included in the Notice of Exercise of Option which is provided by CITY pursuant to SECTION 2. Any hours worked for which payment would result in a total exceeding the then applicable maximum amount of compensation shall be at no cost to the CITY.

Manner of Payment: Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

#### Section 2. Lump Sum Payment.

- 2.1** Lump Sum Amount: The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.
- 2.2** Progress Payments: The Service Order may provide for the City to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the DIRECTOR's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the DIRECTOR's approval of the CONSULTANT's invoice.
- 2.3** Lump Sum Payment: If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump sum payment to the CONSULTANT upon completion of all the work to the DIRECTOR's satisfaction. Upon completion of the work, the CITY shall pay the lump sum

amount within thirty-(30) days of the DIRECTOR's approval of the CONSULTANT's invoice.

### Section 3. Payment Based on Hourly Rates.

- 3.1** Maximum compensation: The Service Order shall specify the maximum amount of compensation for the work, including both payments for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.
- 3.2** Budget: If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the DIRECTOR's prior written authorization. The DIRECTOR may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.
- 3.3** Hourly Rates: CITY will compensate CONSULTANT at the hourly rates in EXHIBIT D-1 of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement, including options periods.
- 3.4** Reimbursable Expenses: The CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses the CITY will reimburse the CONSULTANT, including subconsultant compensation and expenses. The CITY will reimburse subconsultant's compensation and expenses at actual cost plus five percent (5%); all other expenses shall be reimbursed at cost. Any expense the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

In addition to subconsultant compensation and expenses, the following expenses are reimbursable to the extent the CONSULTANT documents to the DIRECTOR's satisfaction that they were incurred in performing the work required by the Service Order: (a) the cost of mailing, shipping and/or delivery of documents or products to the CITY, (b) the cost of photographing, reproducing and/or copying, (c) the cost of the subconsultant, provided the DIRECTOR has preapproved, in writing, the use and cost of subconsultant, (d) telephone and fax charges, (e) the rental of any specialized equipment to the extent the DIRECTOR has preapproved, in writing, the cost of such rental, and (f) any other expenses expressly identified in the Service Order as reimbursable. No other expenses are reimbursable unless the DIRECTOR has preapproved, in writing, such expenses.



- 3.5** Invoice: Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice total to be paid for the balance of maximum compensation for remaining work on the Service Order.

END OF EXHIBIT D

EXHIBIT D-3

SCHEDULE OF CHARGES

STANDARD HOURLY RATES

Employee classification	\$X
Employee classification	\$X
Continue as required...	\$X

REIMBURSEABLE EXPENSES

END OF EXHIBIT D-3

## EXHIBIT E

### INSURANCE

The CONSULTANT, at the CONSULTANT's sole cost and expenses, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025, if applicable. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions.

#### B. Minimum Limits of Insurance

The CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$2,000,000, Aggregate Limit.

#### C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by the CITY's Risk Manager. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CITY, its officers, employees, agents and contractors; or the CONSULTANT shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, the CONSULTANT; premises owned, leased or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents and contractors.
- b. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officer, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or contractors shall be in the excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by the CONSULTANT shall not affect coverage provided the CITY, its officers, employees, agents or contractors.
- d. Coverage shall state that the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY.

E. Acceptability

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

F. Verification of Coverage

The CONSULTANT shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

The City of San José – Human Resources  
Risk Management  
200 East Santa Clara Street, 3<sup>rd</sup> Floor Wing  
San José, CA 95113-1905  
Attn: Connie Aparicio-Yañez

G. Subconsultant

The CONSULTANT shall include all subconsultants as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

END OF EXHIBIT E

## EXHIBIT F

### SPECIAL PROVISIONS

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

The CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges or employment, subcontracting and purchasing.

Nothing herein shall be interrupted as precluding accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the CITY, the CONSULTANT shall file, and cause any subcontractor to file compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether the CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with these provisions may also subject the CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of chapter 4.08 of the San José Municipal Code and is a misdemeanor.

4. Subconsultants Agreements.

The CONSULTANT shall include provisions 1 through 3, inclusive, in each subconsultant agreement entered into, in furtherance of this AGREEMENT, so that such provisions are binding upon each of its subconsultants.

5.       Wavier of Nondiscrimination Provisions.

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

6.       Prevailing Wages.

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages as set forth in the California Labor Code Section 1770 *et. seq.*, for but not limited to, inspection, surveying, labor, drilling, trenching and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of all such records within ten (10) working days of a request for such records by the CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

END OF EXHIBIT F

## EXHIBIT G

City of San José – Environmental Services Dept.  
SERVICE ORDER # \_\_\_\_\_ - Consultant Services Master Agreement

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AC# \_\_\_\_\_  
Term of Agreement Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Approval: ☐ City Manager Date: \_\_\_\_\_  
☐ City Council Date: \_\_\_\_\_ Item #: \_\_\_\_\_  
Max Master Agreement Compensation \$ \_\_\_\_\_  
Previously Encumbered on AC: SO# \$ \_\_\_\_\_ For \$ \_\_\_\_\_

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Consultant Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name and Phone # \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Description: \_\_\_\_\_  
CITY PROJECT MGMT Division: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Division Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

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FISCAL/BUDGET  
Current unencumbered amount in Master Agreement: \$ \_\_\_\_\_  
Consultant Compensation for Service Order # \_\_\_\_\_: \$ \_\_\_\_\_  
New balance in Master Agreement: \$ \_\_\_\_\_  
Encumbrance Charge Code: \_\_\_\_\_ - \_\_\_\_\_  
Fund Responsibility Center  
Appropriation #: \_\_\_\_\_

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and the funds are available as of this date of signature.

Fiscal/Budget Authority: \_\_\_\_\_  
Date: \_\_\_\_\_

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Progress Payments for Service Order # \_\_\_\_\_ with Consultant  
Payment # \_\_\_\_\_ Total: \$ \_\_\_\_\_  
Previous Payment \$ \_\_\_\_\_  
Current Payment \$ \_\_\_\_\_ Balance Remaining \$ \_\_\_\_\_

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APPROVALS  
Consultant: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_



Director of ESD

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_

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**END OF EXHIBIT G**

<b>PREVIOUS CLIENT REFERENCE WORKSHEET</b>
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Provide reference information for the services you are proposing in a manner and environment similar in size and scope to the requirements of this proposal. Copy this form as appropriate.

Name of Customer	
Customer Address	
Customer Contact Name(s), Title and Phone number(s)	
Term of the Agreement	Start Date (mm/dd/yy) End Date (mm/dd/yy)
Annual Dollar Value of Contract	
Type of Contract	<input type="checkbox"/> Firm fixed price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to exceed <input type="checkbox"/> Cost plus fixed fee <input type="checkbox"/> Other (Please explain)
Brief description of work performed for this client (use additional sheets if necessary):	

### CONFLICT OF INTEREST FORM

*To be completed by consultants making proposals.*

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROPOSED ASSIGNMENT: RFQ 070807ESD**

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

QUESTIONS	YES (Provide details.)	NO
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		<input type="checkbox"/>
<b>2. Stock and Investments</b> a. Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? b. Does your spouse or a dependent own any stock in a company likely to be affected by or involved in the Proposed Assignment? c. Do you hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? d. Does your spouse or a dependent hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is <b>YES</b> to any of the above questions, please provide the name of the company and the amount of stock or investment.		<input type="checkbox"/>

CONFLICT OF INTEREST FORM		
QUESTIONS	YES (Provide details.)	NO
<p><b>3. Employment &amp; Consulting</b></p> <p>a. Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>c. Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>YES</b> to any of the above questions, please provide the name of the employer, nature of services provided and the dates employed or retained.</p>		<input type="checkbox"/>
<p><b>4. Payments or Gifts</b></p> <p>a. Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>YES</b>, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the receipt date.</p>		<input type="checkbox"/>

CONFLICT OF INTEREST FORM		
QUESTIONS	YES (Provide details.)	NO
<b>5. Real Estate</b> a. Do you own real property that is likely to be affected by or involved in the Proposed Assignment? b. Does your spouse or dependent own real property that is likely to be affected by or involved in the Proposed Assignment? If the answer is <b>YES</b> , please provide the location of this property.		<input type="checkbox"/>
<b>6. Positions</b> a. Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? b. Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? If the answer is <b>YES</b> , please provide the name of the entity and the title of the position held.		<input type="checkbox"/>

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**RFQ ACKNOWLEDGEMENT FORM**

**Master Consultant Agreements  
for  
San Jose/Santa Clara Water Pollution Control Plant  
WPCP Electrical Reliability Improvement Projects**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Representative Name \_\_\_\_\_

Representative Title \_\_\_\_\_

Company's Area(s) of Specialty \_\_\_\_\_

We are in receipt of the subject solicitation and anticipate the following course of action:

- ☐ YES, our firm intends to submit a proposal.
- ☐ NO, thank you. At this time, we are not intending to submit proposals on this solicitation.  
Please retain our firm on your list of proposers for further consideration.

Please submit this form to the individual named below by e-mail, fax or mail no later than 13  
**February 2008, 4:00 pm.**

Thai Khuu  
City of San Jose  
Environmental Services Department  
Fax: 408-945-5442  
E-Mail: [thai.khuu@sanjoseca.gov](mailto:thai.khuu@sanjoseca.gov)